State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000012302 **Moore Medical LLC** PO Box 4066 Farmington CT 06032 **USA**

Contract ID	Page
000000000000000000015086	1 of 4
Contract Dates	Origin
05/14/2009 to 05/14/2011	CP
Description:	Contract Maximum
CP-LDX LIPID SYSTEMS SUPPI	LIES \$9,999,999.99
Buyer Name Buyer Phon	e Contract Status
LaRose, Deborah L 828-4635	Approved

Phone #:							
Line	# Item ID Item Desc	UOM	Unit Price	Max Qty	Max Amt		
1	TC/HDL/GLU PANEL,	вох	71.39000	0.00	0.00		
	DISPOSABLE CASSETTES USED FOR PLACING BLOOD SAMPLE INTO LDX SYSTEM. 10 CASSETTES PER BOX, MUST BE COMPATIBLE T THE LDX LIPID SYSTEM #10-959, INVERNESS MEDICAL #10-900, MOORE MEDICAL #66671.						
2	LEVELS I & II CONTROLS,	BOX	82.41000	0.00	0.00		
	TWO LEVELS OF SERUM USED TO TEST CASSETTES AND/OR LE OPENING. 2 PER BOX. MUST BE COMPATIBLE TO LDX LIPID SY #66676.		_				
3	OPTICS CHECK CASSETTE	вох	13.32000	0.00	0.00		
	REUSABLE CASSETTE USED DAILY TO TEST LDX OPTIC LENS. I INVERNESS MEDICAL #10-228, MOORE MEDICAL #66674	MUST BE COMPATIBLE TO TH	E LDX LIPID SY	STEM #10-959			
4	CAPILLARY TUBE	вох	11.11000	0.00	0.00		
	DISPOSABLE TUBE USED TO DRAW BLOOD FROM FINGER STICI #10-959, INVERNESS MEDICAL #10-940, MOORE MEDICAL #66681		IPATIBLE TO T	HE LDX LIPID S	SYSTEM		
5	CAPILLARY PLUNGER	вох	4.75000	0.00	0.00		
	DISPOSABLE TUBE THAT INSERTS INTO CAPILLARY TUBE AND PLUNGES BLOOD SAMPLE INTO LDX TEST CASSETTE, 60/BOX. MUST BE COMPATIBLE TO THE LDX LIPID SYSTEM #10-959. INVERNESS MEDICAL #10-311. MOORE MEDICAL 66682						
6	LDX CALIBRATION KIT	BOX	89.27000	0.00	0.00		
	DISPOSABLE SET OF 4 VIALS/BOX OF TESTING SERUM FOR ANNUAL CALIBRATION VERIFICATION TESTING. MUST BE COMPATIBLE TO THE LDX LIPID SYSTEM #10-959. INVERNESS MEDICAL #11-255. MOORE MEDICAL #74220						
7	GRAY 35 ul MINIPET PIPETTE	вох	12.65000	0.00	0.00		
	REUSABLE DEVICE USED TO APPLY LEVELS I & II CONTROLS OR LINEARITY TEST SERUM TO CASSETTE. MUST BE COMPATIBLE TO THE LDX LIPID SYSTEM #10-959, INVERNESS MEDICAL #11-846. MOORE MEDICAL 67183						
8	YELLOW PIPETTE TIP	LOT	4.58000	0.00	0.00		

DISPOSABLE PART USED TO FIT OVER END OF MINIPET PIPETTE 50/BAG. MUST BE COMPATIBLE TO THE LDX LIPID SYSTEM #10-959. INVERNESS MEDICAL #11-010. MOORE MEDICAL #66685

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR LDX LIPID SYSTEM SUPPLIES ISSUED FEBRUARY 12, 2009 AND VENDOR'S RESPONSE DATED FEBRUARY 27, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO SUPPLY LDX LIPID SYSTEM SUPPLIES TO THE STATE OF VERMONT ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT IS FOR A TWO YEAR PERIOD WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

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INSIDE DELIVERY REQUIRED FOR ALL PRODUCTS.

Contract ID		Page
000000000000000000	00015086	2 of 4
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Buyer Name B	Buyer Phone	Contract Status
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			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
ALL PRODUCTS A	RE TO BE DELIVERED WITHIN	-3 WORKING DAYS AFTER RECEIPT OF ORDER	₹.	-	

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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Contract ID		Page
000000000000000000000000000000000000000	000015086	3 of 4
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05/14/2009 to 05/1	14/2011	CP
Description:		Contract Maximum
CP-LDX LIPID SYS	TEMS SUPPLIES	\$9,999,999.99
Buyer Name	Buyer Phone	Contract Status
LaRose, Deborah L	828-4635	Approved

Phone #:

Line # Item ID Item Desc UOM Price Qty Amt
AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE
CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SAMPLES

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

CONFORMANCE WITH SAMPLE(S): SUBMISSION OF A SAMPLE (WHETHER OR NOT SUCH SAMPLE IS TESTED BY, OR FOR, THE COMMISSIONER) AND APPROVAL THEREOF SHALL NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PERFORMANCE RELATED AND OTHERWISE, SPECIFIED IN THE BID SPECIFICATIONS. IF IN THE JUDGMENT OF THE COMMISSIONER THE SAMPLE OR PRODUCT SUBMITTED IS NOT IN ACCORDANCE WITH THE SPECIFICATIONS OR TESTING REQUIREMENTS PRESCRIBED IN THE BID SPECIFICATIONS, THE COMMISSIONER MAY REJECT THE BID. IF AN AWARD HAS BEEN MADE, THE COMMISSIONER MAY CANCEL THE CONTRACT AT THE EXPENSE OF THE CONTRACTOR.

TESTING: ALL SAMPLES ARE SUBJECT TO TESTS IN THE MANNER AND PLACE DESIGNATED BY THE COMMISSIONER, EITHER PRIOR TO OR AFTER CONTRACT AWARD. UNLESS OTHERWISE STATED IN THE BID SPECIFICATIONS, BIDDER SAMPLES CONSUMED OR RENDERED USELESS BY TESTING WILL NOT BE RETURNED TO THE BIDDER. TESTING COSTS FOR SAMPLES THAT FAILS TO MEET CONTRACT REQUIREMENTS MAY BE AT THE EXPENSE OF THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VENDOR CONTACT: VENDOR CONTACT PERSON FOR THIS CONTRACT IS: BONNIE SAMSEL, TELEPHONE 800-234-1464 EXT 5497, FAX #877-354-5916. EMAIL BSAMSEL@MOOREMEDICAL.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222 E-MAIL: deb.larose@state.vt.us

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Contract ID		Dogo
Contract ID		Page
000000000000000000000000000000000000000	0000015086	4 of 4
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By the STATE of		PARTIES AGE	KEE IO BE	By the CONTRACTOR	JNIKACI		
Date:				Date:			
Signature:				Signature:			
Name:				Name:			
Title:				Title:			
Email:				Email:			